

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314-622-0123

LAW DEPARTMENT

MARK M. HENNELLY

SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014
CHIEF COMMERCE COUNSEL

RECORDATION NO. **13203**

DONALD E. MOLLOY 622-2016
WILLIAM A. BRASHER 622-2021
JOSEPH J. GAZZOLI 622-2012
GENERAL ATTORNEYS

WILLIAM G. BARR 622-2866
ASSISTANT GENERAL ATTORNEY

ARTHUR R. ZAEGEL 622-2015
MICHAEL THOMPSON 622-2011
NINA K. WUESTLING 622-2017
ATTORNEYS

JUL 29 1981 - 9 50 AM
INTERSTATE COMMERCE COMMISSION

July 24, 1981

1-2104010

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N. W.
Washington, D. C. 20423

No. **13203**
Date **JUL 29 1981**
Fee **\$50.00**
ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed for filing and recording pursuant to Section 11303 of the Interstate Commerce Act and 49 CFR Section 1116 et seq., are three executed counterparts and one certified true copy of an Agreement of Lease between American Refrigerator Transit Company (ART) and Missouri Pacific Railroad Company (MoPac), pursuant to which MoPac leased from ART one hundred mechanical refrigerator cars.

The Agreement of Lease transmitted herewith for filing and recording covers the following equipment:

<u>No. of Units</u>	<u>Description</u>
100	RPL Mechanical Refrigerator Cars, bearing the reporting mark ARMN and the numbers 756000-756099, both inclusive

The names and addresses of the parties to the transaction set forth in these instruments are:

Lessor	American Refrigerator Transit Company Room 1102 210 North 13th Street St. Louis, Missouri 63103
Lessee	Missouri Pacific Railroad Company 210 North 13th Street St. Louis, Missouri 63103

A voucher for \$50 to cover the filing and recording fee is enclosed.

Counterpart Katherine E. Davis

RECEIVED
JUL 29 9 44 AM '81

Ms. Agatha L. Mergenovich

- 2 -

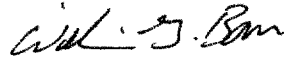
July 24, 1981

Upon filing and recording of the documents, three counterparts showing recordation data should be returned to:

Ms. J. C. Durand
Missouri Pacific Railroad Company
1825 K Street, N. W.
Suite 1203
Washington, D. C. 20006
(Telephone: 628-7258)

who will arrange to pick same up at your office as soon as recordation is accomplished.

Very truly yours,



William G. Barr

WGB:ko

RECORDATION NO. 13209 1423

JUL 29 1981 -9 50 AM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

I, Joann Sanders, a notary public commissioned within and for the State of Missouri, have compared the attached copy of Agreement of Lease between American Refrigerator Transit Company and Missouri Pacific Railroad Company with the original thereof; and said attached copy is a true and correct copy of the original thereof in all respects.

Witness my hand and seal this 24th day of July, 1981.

Joann Sanders
Notary Public

My Commission Expires:

9/10/82

JOANN SANDERS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPT. 10, 1982
CITY OF ST. LOUIS

AGREEMENT OF LEASE

THIS AGREEMENT, entered into this 16th day of July, 1981, by and between AMERICAN REFRIGERATOR TRANSIT COMPANY, a New Jersey corporation (hereinafter referred to as "ART"), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter referred to as "MoPac"), WITNESSETH:

WHEREAS, ART is the owner of 100 mechanical refrigerator cars equipped with mechanical protective service units, and

WHEREAS, ART desires to lease to MoPac and MoPac desires to lease from ART said mechanical refrigerator cars not including said mechanical protective service units, and

WHEREAS, MoPac proposes to operate said mechanical refrigerator cars under its reporting marks and numbers and in common with other mechanical refrigerator cars in a fleet it maintains under ART management and supervision (hereinafter referred to as the "Fleet"), but outside the scope of instruments evidencing the agreement of the parties with respect to the operation of cars in the Fleet.

NOW, THEREFORE, in consideration of their mutual promises and agreements and other good and valuable consideration, the parties mutually agree as follows:

1. Lease and Hire. ART hereby lets to MoPac and MoPac hereby hires from ART the 100 mechanical refrigerator cars designated and described in Schedule A attached hereto and made a part hereof. MoPac hereby acknowledges receipt of said cars in good and serviceable condition. By mutual agreement additional mechanical refrigerator cars may be placed under lease hereunder, in which event Schedule A shall be revised or supplemented accordingly and authenticated by the parties.

2. Term and Rental Rates. The mechanical refrigerator cars designated and described in Schedule A, as revised and supplemented from time to time (hereinafter referred to as the "Cars"), shall be under lease to MoPac from the date first delivered on the tracks of MoPac at St. Louis, until returned to ART as provided in Section 6 hereof.

MoPac shall pay to ART, for each Car operating on the lines of the MoPac System prior to its Normal Return Date as specified in Schedule A (except when such Car is in a MoPac Shop in need of repairs other than light running repairs or mechanical pretripping service), an amount as rental based upon the cost to refurbish each Car as set forth in the following table:

<u>Cost to Refurbish</u>	<u>Daily Rental Rate Per Car</u>
Over \$19,500 but not more than \$20,000	\$ 9.98
Over \$20,000 but not more than \$20,500	\$10.24
Over \$20,500 but not more than \$21,000	\$10.50
Over \$21,000 but not more than \$21,500	\$10.76

The initial rental at time of delivery of the Cars to MoPac will be \$10.24 per car per day. As soon as practical after all Cars are delivered, ART shall certify to MoPac the actual average refurbishing cost of the Cars and the daily rental per car will be, from that time forward, an amount established in accordance with the table set forth above. After a Car's Normal Return Date and prior to its return to ART, MoPac shall pay to ART, as rental for such Car, \$4.24 per day.

MoPac shall also collect and pay to ART all rentals, mileage, per diem or car hire charges MoPac receives from time to time from other railroads.

Any demurrage, storage, detention, mileage, switching or freight charges incurred by any of the Cars while covered by this Agreement of Lease, by virtue of provisions of tariffs on file with the Interstate Commerce Commission, or as may be prescribed by the Association of American

Railroads, or otherwise, shall be assumed and paid by MoPac.

3. Fleet Management. The Cars shall be under the management and supervision of ART, and shall be operated in common with the Fleet. ART shall control distribution of the Cars and the Fleet and shall have authority to enter into car supply contracts with other carriers by rail.

4. Taxes. In addition to the rentals herein provided, MoPac shall, during the term of this Lease, promptly pay all taxes levied upon the use or operation of the Cars or the earnings arising therefrom, and shall promptly reimburse ART for any additional taxes which it may be required to pay solely by reason of this Agreement of Lease or MoPac's use of the Cars; provided, however, that nothing herein shall require MoPac to reimburse ART for any taxes on receipts or income from this Agreement of Lease. MoPac shall pay ad valorem property taxes levied on the Cars and shall file all returns and reports in connection with such property taxes. ART shall reimburse MoPac for all ad valorem taxes paid by MoPac.

5. Marking and Numbering. The Cars will be operated under MoPac's reporting marks and numbers, as shown in Schedule A hereto, and bear a stencil showing ART's interest in such Cars and the fact that they are under lease to MoPac. However, as to any Cars financed by ART, its reporting marks and numbers shall remain on the Cars if required in their financing documents but be relocated near the eave at the end of each side of the Car in characters 1" high. The expense of changing reporting marks will be borne by ART, the cost of which, and the method of carrying out the work, will be determined by mutual agreement between MoPac and ART.

Anything herein to the contrary notwithstanding, car markings and lettering shall at all times conform to rules and practices of the Association of American Railroads and to all applicable laws, rules, regulations, orders, or decisions of any governmental authority having jurisdiction. ART's markings and numbers as relocated shall not be removed or obliterated. MoPac shall not allow the name of any person, association or corporation to be placed on any of the cars as a designation which might be interpreted as indicating a claim of ownership thereof by any person, association, or corporation other than ART. ART shall have the right to inspect leased cars at any time to determine whether cars are stenciled in accordance with financing arrangements.

6. Return of Cars. MoPac will return Cars to ART at St. Louis, Missouri, or at such other point as to which ART and MoPac have mutually agreed, on the Normal Return Date applicable thereto as set forth in Schedule A; provided, however, that any car loaded prior to its Normal Return Date may complete the loaded trip, and return of such Car to ART shall be made at the time such Car is released after unloading; and provided further, that each Car shall remain subject to the terms and conditions of this Agreement of Lease until return thereof.

7. Repairs - Damaged and Destroyed Cars. Responsibility for loss of, or destruction or damage to, Cars or parts thereof or appurtenances thereto furnished under this Agreement of Lease shall be as fixed by the then prevailing "Interchange Rules adopted by the Association of American Railroads, Mechanical Division, Operations and Maintenance Department," and said Rules shall establish the rights, obligations and liabilities of ART, MoPac and any railroad subscribing to such Rules and moving the Cars over its lines in respect of all matters to which those Rules relate.

Except where responsibility is placed upon others as aforesaid, ART agrees to maintain the Cars and to maintain the load dividers in compliance with Rules of Interchange of the Association of American Railroads. Maintenance work performed by MoPac shall be charged for at AAR rates. As to Cars destroyed or damaged beyond repair, this Agreement of Lease shall terminate as of the date of such destruction or damage.

8. Assignment - Use and Possession. MoPac will not assign, transfer, encumber or otherwise dispose of its leasehold interest in the Cars nor will MoPac permit the lettering and/or numbering on the Cars to be changed or altered, without the consent of ART in writing first obtained, except that MoPac may permit the use of the Cars by any subsidiary or affiliated railroad company or on the lines of railroad other than MoPac's in the United States, Canada and Mexico in the usual interchange of traffic or pursuant to through or run-through service, but only upon and subject to all the terms and conditions of this Agreement of Lease. MoPac will not permit any encumbrances or liens, based upon any action or liability of MoPac, to be entered or levied upon any of the Cars.

9. Liability. ART shall not be liable for any loss of or damage to anything loaded in or on the Cars and makes no representation as to the suitability of the Cars for use in any particular service. MoPac agrees to indemnify and save ART harmless from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, for which ART might otherwise be held responsible by reason of its ownership of the Cars, together with any expenses in connection therewith, including counsel fees, arising out of any incident occurring during the term of this Agreement of Lease, or by reason of any default by MoPac hereunder.

10. Obligations Suspended. In the event the performance in whole or in part, of the obligations (other than for payment of money) of either party under this Agreement of Lease is hindered, interrupted, or prevented by war, strikes, lockouts, fire, Acts of God, or by other similar or different acts of civil or military authorities, or by any cause beyond the reasonable control of the defaulting party, whether similar to the causes herein specified or not, the obligations of such party shall be suspended to the extent of and for the time that performance thereof is prevented or affected by such hindrance, interruption, or prevention; but due diligence shall be observed by such party in resuming performance of its obligations, after removal of the interrupting cause.

If any Car is withdrawn or diverted from the use of MoPac pursuant to regulation, order or direction of any governmental agency having authority, such action shall not terminate this Agreement of Lease, or affect the rights and obligations of the parties hereto, except that in every such case all rights and liabilities of the parties hereto as to any Car so withdrawn shall be suspended until such Car or a replacement therefor shall have been made available to MoPac, and any such withdrawal, diversion or failure to furnish shall not be deemed a breach of this Agreement of Lease by either party.

11. Compliance with Laws and Regulations. This Agreement of Lease is subject to all Federal, State and other laws, rules, regulations and ordinances which may now or hereafter affect, change or modify the terms or conditions hereof or render unlawful the performance of any of its provisions. MoPac shall comply with all governmental laws, regulations and requirements and with the Code of Rules of the Association of American Railroads with respect to the use, maintenance, and operation of each Car subject to this Agreement of Lease.

12. MoPac's Rights. MoPac acknowledges and agrees that it has not obtained, by the execution of this Agreement of Lease it does not obtain, and by payments and performance hereunder it will not obtain, any title to the Cars nor any property right or interest, legal or equitable therein, except solely as the Lessee hereunder. MoPac shall keep the Cars free from any encumbrance or lien which may be equal or superior to ART's rights or which may be a cloud upon or otherwise affect ART's title.

13. Successors and Assigns. Covenants herein shall inure to or bind each party's successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Lease the day and year first above written.

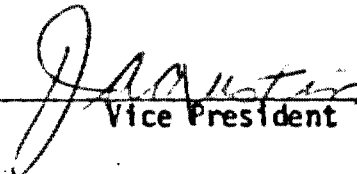
ATTEST:

MISSOURI PACIFIC RAILROAD COMPANY

By



By


Vice President

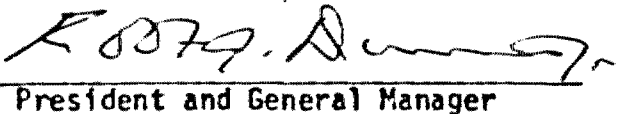
ATTEST:

AMERICAN REFRIGERATOR TRANSIT COMPANY

By



By


President and General Manager

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 16th day of July, 1981, before
me personally appeared J. A. Austin, to me
personally known, who, being by me duly sworn, says that he is Vice
President of Missouri Pacific Railroad Company, that one of the seals
affixed to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument was the
free act and deed of said corporation.


Notary Public

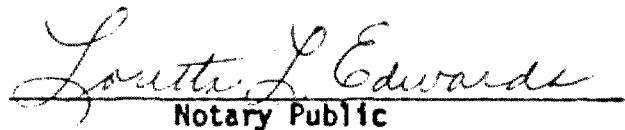
LORETTA L. EDWARDS

Commissioned within and for the County of St. Louis,
Missouri, which adjoins the City of St. Louis, Missouri
where this act was performed.

My Commission Expires: January 28, 1982

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss.

On this 16th day of July, 1981, before me personally appeared Robert J. Dunne, Jr., to me personally known, who, being by me duly sworn, says that he is the President and General Manager of American Refrigerator Transit Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

LORETTA L. EDWARDS

Commissioned within and for the County of St. Louis,
Missouri, which includes the City of St. Louis, Missouri
where this act was performed.

My Commission Expires: January 28, 1982

SCHEDULE A

LEASE OF MECHANICAL REFRIGERATOR CARS
(EXCLUSIVE OF MECHANICAL PROTECTIVE SERVICE UNITS)

OWNED BY ART
LEASED TO MOPAC

<u>Type</u>	<u>Reporting Marks</u>	<u>Car Nos., Inclusive</u>	<u>No. Under Lease</u>	<u>Normal Return Date</u>
RPL	ARMN	756000-756099	100	1-1-92